

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM348406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eveready Battery Company, LLC		06/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Energizer Brands, LLC		
Street Address:	533 Maryville University Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Serial Number:	85589761	THAT'S POSITIVENERGY	
Serial Number:	85590194	THAT'S POSITIVENERGY	
Serial Number:	85660657	ENERGIZER	
Serial Number:	85679233	ENERGIZER	
Serial Number:	85679302	ENERGIZER	
Serial Number:	85679374	ENERGIZER	
Serial Number:	85679504	ENERGIZER	
Serial Number:	85746652	ENERGY UNPLUGGED	
Serial Number:	85747070	POWER UNPLUGGED	
Serial Number:	85762502	ENERGIZER	
Serial Number:	85762556	ENERGIZER	
Serial Number:	85777276	ENERGIZER	
Serial Number:	85777636	ENERGIZER	
Serial Number:	85879960	ENERGIZER	
Serial Number:	86025162	ENERGIZER	
Serial Number:	86069522	ENERGIZER	
Serial Number:	86069524	POWERED BY ENERGIZER	
Serial Number:	86111887	EVEREADY FOR LIFE	
Serial Number:	86113629	ENERGIZER	
TRADEMARK			

CH \$890.00 85589761

Property Type	Number	Word Mark
Serial Number:	86121418	ENERGIZER
Serial Number:	86137185	ENERGIZER
Serial Number:	86160363	ENERGIZER
Serial Number:	86221681	XFOCUS
Serial Number:	86261863	ENERGIZER
Serial Number:	86273087	ENERGIZER
Serial Number:	86298913	ENERGIZER
Serial Number:	86306406	ENERGI TO GO
Serial Number:	86316029	EVEREADY
Serial Number:	86316037	EVEREADY
Serial Number:	86550403	ENERGIZER
Serial Number:	86550413	EVEREADY
Serial Number:	86582146	ENERGIZER
Serial Number:	86599735	ENERGIZER BUNNY
Serial Number:	86472298	READYFLEX
Serial Number:	77740210	ENERGIZER

CORRESPONDENCE DATA

Fax Number: 3146673633

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (314) 552-6331

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Thomas A. Polcyn

Address Line 1: One U.S. Bank Plaza

Address Line 2: Thompson Coburn LLP

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	58789-145637
NAME OF SUBMITTER:	Thomas A. Polcyn
SIGNATURE:	/Thomas A. Polcyn/
DATE SIGNED:	07/17/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), including all schedules attached hereto, is made effective this 26th day of June 2015 (the "Effective Date"), by and among Eveready Battery Company, LLC, a limited liability company organized under the laws of Delaware with an address at 533 Maryville University Drive St. Louis, Missouri 63141, United States of America ("Assignor") and Energizer Brands, LLC, a limited liability company organized under the laws of Delaware with an address at 533 Maryville University Drive St. Louis, Missouri 63141, United States of America ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, and in and to the registrations and applications therefor, set forth on *Schedule A* attached hereto (collectively, the "Trademarks");

WHEREAS, pursuant to a set of corporate transactions whereby Assignor and its affiliates are effectuating a transaction wherein their household products and personal care products businesses will become two independent companies, and a re-alignment of assets in accordance therewith, Assignor desires that the Trademarks be owned by Assignee, and Assignee desires to own said Trademarks; and

WHEREAS, Assignee is a successor to that portion of Assignor's business to which the Trademarks pertain, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in, to and under the Trademarks, and all registrations issuing therefrom, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Trademarks been made.
2. Assignor further agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.
3. Assignee may record this Assignment with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.
4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

[Signatures on following pages]

Eveready Battery Company, LLC

By:

Mark S. LaVigne
Signature

Mark S. LaVigne, Vice President, General Counsel and Secretary
Printed Name and Title

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 26th day of June, 2015, before me appeared Mark S. LaVigne, who being by me duly sworn, did state that he/she is authorized to execute the foregoing instrument on behalf of Eveready Battery Company, LLC.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal as of the date and year written above.

Michelle L. Patterson
Notary Public

My Commission Expires:



MICHELLE L. PATTERSON
My Commission Expires
October 5, 2015
Jefferson County
Commission #11250386

Energizer Brands, LLC

By:

Emily K. Boss
Signature

Emily K. Boss, Assistant Secretary

Printed Name and Title

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 26th day of June, 2015, before me appeared Emily K. Boss, who being by me duly sworn, did state that he/she is authorized to execute the foregoing instrument on behalf of Energizer Brands, LLC.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my official seal as of the date and year written above.

Michelle L. Patterson
Notary Public

My Commission Expires:



MICHELLE L. PATTERSON
My Commission Expires
October 5, 2015
Jefferson County
Commission #11250386

SCHEDULE A
US Pending Intent-To-Use TRADEMARKS
to Trademark Assignment Agreement

Trademark	Status	Application Number	Filing Date
THAT'S POSITIVEENERGY	Allowed	85/589761	04/05/2012
THAT'S POSITIVEENERGY	Allowed	85/590194	04/05/2012
ENERGIZER	Allowed	85/660657	06/25/2012
ENERGIZER and ENERGY BEAM Design	Allowed	85/679233	07/17/2012
ENERGIZER (stylized and/or with design)	Allowed	85/679302	07/17/2012
ENERGIZER (stylized and/or with design)	Allowed	85/679374	07/17/2012
ENERGIZER and ENERGY BEAM Design	Allowed	85/679504	07/17/2012
ENERGY UNPLUGGED	Allowed	85/746652	10/05/2012
POWER UNPLUGGED	Allowed	85/747070	10/05/2012
ENERGIZER	Allowed	85/762502	10/24/2012
ENERGIZER	Allowed	85/762556	10/24/2012
ENERGIZER	Allowed	85/777276	11/12/2012
ENERGIZER	Allowed	85/777636	11/13/2012
ENERGIZER	Allowed	85/879960	03/19/2013
ENERGIZER	Allowed	86/025162	07/31/2013
ENERGIZER	Allowed	86/069522	09/19/2013
POWERED BY ENERGIZER	Allowed	86/069524	09/19/2013
EVEREADY FOR LIFE	Allowed	86/111887	11/06/2013
ENERGIZER	Allowed	86/113629	11/08/2013
ENERGIZER	Allowed	86/121418	11/18/2013
ENERGIZER	Allowed	86/137185	12/06/2013
ENERGIZER	Allowed	86/160363	01/08/2014
XFOCUS	Allowed	86/221681	03/14/2014
ENERGIZER	Allowed	86/261863	04/24/2014
ENERGIZER	Allowed	86/273087	05/06/2014
ENERGIZER	Allowed	86/298913	06/03/2014
ENERGI TO GO	Allowed	86/306406	06/11/2014
EVEREADY	Allowed	86/316029	06/20/2014
EVEREADY	Allowed	86/316037	06/20/2014
ENERGIZER	Allowed	86/327840	07/03/2014
ENERGIZER	Allowed	86/409754	09/30/2014
ENERGIZER	Allowed	86/423598	10/14/2014
EVEREADY	Allowed	86/434116	10/24/2014
ECOADVANCED (stylized and/or with design)	Allowed	86/438533	10/29/2014
ECOADVANCED	Allowed	86/438537	10/29/2014
ENERGIZER	Pending	86/550403	03/02/2015
EVEREADY	Pending	86/550413	03/02/2015
ENERGIZER	Pending	86/582146	03/31/2015
ENERGIZER BUNNY	Pending	86/599735	04/16/2015
READYFLEX	Published	86/472298	12/05/2014
ENERGIZER	Suspended	77/740210	05/19/2009